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COVENANTS—RUNNING WITH THE LAND.—An agreement was entered into between the plaintiff and one of the defendants, owner of an adjoining lot, whereby the latter covenanted for himself, his heirs, executors, and assigns that he would not sell or permit to be sold any intoxicating liquors on the premises for a period of ten years. This agreement was recorded in the office of the register of deeds. By subsequent conveyances the lot came into the possession of S. who began to operate a saloon thereon. No reference to this agreement or restrictions as to the use of the land appeared in the deed of S. In an action to enjoin defendants from maintaining a saloon on said premises, *held*, the covenant was merely personal and did not run with the land, nor was the agreement a conveyance under Sec. 3334 Rev. Laws of 1905 so as to give constructive notice to subsequent purchasers. *Sjoblom et al. v. Mark et al.* (1908), — Minn. —, 114 N. W. Rep. 746.

Where a covenant of this nature is contained in the deed itself, it may run with the land. *Clement v. Burtis*, 121 N. Y. 708; *Snyder's License*, 2 Pa. Dist. Rep. 785; *Gilmer v. Mobile R. R. Co.*, 79 Ala. 569. Or it may be enforced as a condition in some circumstances. *Smith v. Barrie*, 56 Mich. 314; *Plumb v. Tubbs*, 41 N. Y. 442. Nor does it seem to be material whether it appears in the chain of title or in a separate contract or indenture providing the assignee has notice. *Carter v. Williams*, 9 L. R. Eq. Cas. 678. However, restrictions upon the carrying on of certain trades or occupations may often be merely personal. *Tardy v. Creasy*, 81 Va. 553; *Taylor v. Owen*, 2 Blackf. 301. Some courts have enforced covenants not to sell intoxicating liquors where the purpose is to restrain competition and create an exclusive privilege in the grantor. *Sutton v. Head*, 86 Ky. 156; *Star Brewing Co. v. Primas*, 163 Ill. 652; *Stines v. Dorman*, 25 Ohio St. 580. Restrictive covenants, if in the chain of title, will be enforceable in equity whether or not they run with the land. *Tulk v. Moxhay*, 2 Ph. Ch. 774; *Hodge v. Sloan*, 107 N. Y. 244; *Bronson v. Doffin*, 108 Mass. 175; *Burbank v. Pillsbury*, 48 N. H. 475. The fact that the covenant bound the heirs, executors, and assigns is immaterial where the covenant is merely personal and does not create an interest in the land. *Brown v. So. Pac. R. R. Co.*, 36 Ore. 128; *Mygatt v. Coe*, 147 N. Y. 456.

DAMAGES—DESTRUCTION OF GROWING GRASS.—Plaintiff was lessee for one year of meadow and pasture lands. Defendant's engines set fire to the meadow and burned over part of it, so that at harvest time it was mostly weeds and wild grass. The lower court allowed plaintiff as damages "the difference in the value at harvest time between the stand of grass actually produced on the land burned over and the stand of grass which * * * said land would have produced at harvest time, had it not been burned over." *Held*, that the instruction was incorrect. The proper measure of damages is the actual value of the crop at the time of destruction. *Carter v. Wabash R. Co.* (1908), — Mo. App. —, 106 S. W. Rep. 611.

The rule followed in the principal case is probably supported by the weight of authority. *Colo. Con. L. & W. Co. v. Hartman*, 5 Colo. App. 150, 38 Pac. 62; *Hunt v. St. Louis, etc., R. Co.*, — Mo. App. —, 103 S. W. 133; *Fremont, etc., R. Co. v. Harlin*, 50 Neb. 698, 70 N. W. 263, 36 L. R. A. 417.